Annexure VIII K/C - 8

Government of Karnataka

Office of Bengaluru Solid waste Management limited

REQUEST FOR PROPOSALS

Mid Media Activities under SBM 2.0- Package –2

OFFICE OF THE DEPUTY GENERAL MANAGER-1,
Bengaluru Solid Waste Management Limited
1st Floor, BBMP Building, Thimmaiah Road, Vasantha Nagar,
BANGALORE – 560 052

CONTENTS

SECTION	DESCRIPTION	PAGE NO.
Section I	Letter of Invitation	3
Section II	Information to Consultants/Agencies (ITC)	4
	Data Sheet – Information to Consultants/Agencies	10
Section III	Technical Proposal – Standard Forms	13
Section IV	Financial Proposal – Standard Forms	23
Section V	Terms of Reference	29
Section VI	Contract for Consultants/Agencies Services	30
	I Form of Contract	33
	II General Conditions of Contract	35
	III Special Conditions of Contract	44
	IV Appendices	48

SECTION 1. LETTER OF INVITATION

[*Location and Date*]

Dear [Name of Consultant]:

The Deputy general Manager-1 on behalf of Managing Director, BSWML invites Proposal for "**Mid Media Activities under SBM 2.0-Package-2" with the following activities.**

Ministry based programmes under SBM 2.0 -Programmes and events created by MoHUA which includes – world toilet day, swachhta pakhwada, Indian swachhta league, 3R Promotion, swachh Diwali, swachhta hi seva etc.,

To provide the above Services the selected Agency shall undertake the following Key activities:

1. Ministry Programs & Events – A. World Toilet Day (national + state-level observance), B. SwachhtaPakhwada (fortnight cleanliness drive), C. Indian Swachhta League (youth engagement)
2. Ministry Programs & Events – A. 3R (Reduce, Reuse, Recycle) Promotion Drives, B. Swachh Diwali Campaign, C. Swachhata Hi Seva (nationwide cleanliness shramdaan)
3. Printing & Distribution – A. T- Shirts, B. Caps, C. Face Masks & Gloves, D. Promotional Umbrellas 7 Ft, E. Badges, Posters & Banners, F. IEC Kits, G. Distribution logistics (transport, warehousing, dispatch)

More details on the Services are provided in the attached Terms of Reference.

1. The Consultant/Agencies will be selected under Least Cost Selection (LCS) procedures described in this RFP.
2. The RFP includes the following documents:
   - Section 1 - Letter of Invitation
   - Section 2 - Information to consultants/Agencies
   - Section 3 - Technical Proposal - Standard Forms
   - Section 4 - Financial Proposal - Standard Forms
   - Section 5 - Terms of Reference
   - Section 6 - Standard Form of Contract.

   The RFP is open to all the eligible Consultants/Agencies/Agencies. The details of request for proposal for selection of Consultants/Agencies/Agencies is as follow

BENGALURU SOLID WASTE MANAGEMENT LIMITED
Office of the Deputy General Manager-1,BSWML, 1st Floor, BBMP Building,
Thimmaiah Road, Vasanth Nagar, Bengaluru – 560 052
****

No: DGM-1/BSWML/TEND/03/2026-27
Date: 16.05.2026

Short Term Tender Notification
(Only through GOK KPP Portal Only)

The Deputy General Manager-1, Bengaluru Solid Waste Management Limited on behalf of the Managing Director, BSWML, Bengaluru invites bids from eligible bidders for the work. The details of the tender is as below

SL. NO	**Name of the work**	**Approx. Amount put to tender (Rs. in lakhs) Excluding GST**	**EMD (Amount in Rs.)**	**Time of Completion**
1	**Mid Media Activities under SBM 2.0 With the following activities- Package-01.** Large Scale Events including clubbed	166.44	Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance Rs.1,50,000/- by	2 Years

	with workshops, marathon, plogging, signature campaigns-Large scale events including clubbed with workshops, marathon, plogging, signature campaigns under Mid Media Activities SBMU 2.0		Bank Guarantee/FDR issued by Nationalized/Scheduled Bank	
2	**Mid Media Activities under SBM 2.0 With the following activities- Package-02.** Large Scale Events including clubbed with workshops, marathon, plogging, signature campaigns-Large scale events including clubbed with workshops, marathon, plogging, signature campaigns under Mid Media Activities SBMU 2.0	422.03	Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance Rs. 5,33,050/- by Bank Guarantee/FDR issued by Nationalized/Scheduled Bank	2 Years

Last date for uploading Pre-bid Queries	21.05.2026 at 17:30 hrs.
Tender Pre Bid meeting	22.05.2026 at 15:00hrs at above mentioned office
Last Date of Receipt of Tender	29.05.2026 before 16:00 hrs.
Opening of Technical Bid	30.05.2026 after 16:30 hrs.

More details can be downloaded from website - https://kppp.karnataka.gov.in

Sd-

The method of selection for Consultants/Agencies shall be **Least cost selection method** in 2 stage system namely Technical and Financial. The Consultancy firms interested to participate in selection of Consultants/Agencies/Agencies for "**Mid Media Activities under SBM 2.0-Package-2 "** must satisfy the following conditions.

1) The firm must have experience in the field of **Mid Media Activities** with essentially handling of following key activities

   Ministry based programmes and events which includes – world toilet day, swachhta pakhwada, Indian swachhta league, 3R Promotion, swachh Diwali, swachhta hi seva etc. activity in last 5 years providing services for State Government and their undertaking agencies.

2) Consultancy firm should have achieved an average annual financial turnover of **Rs. 844.06 lakhs** from 2021-2022 to 2025-26 of any two financial year. Turnover certificate, Proof of I.T. returns and balance sheet to be enclosed duly certified by the chartered accountant.
3) Consultants/Agencies must have an well-established office from past 5 years and should have in experience in executing the programmes. The Company /firm should be in Bangalore limits only, or else before entering into the agreement / work order the Consultants/Agencies has to establish office in Bangalore, with in 30days after issuing LOA (Should give an undertaking).
4) Liquid assets and /or availability of credit facilities of not less than **Rs. 126.609 lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.
5) Consultants/Agencies for any State Government/ Central Government/ULB/PSU/Semi Government organizations should have carried out Ministry based programmes and events which includes – world toilet day, swachhta pakhwada, Indian swachhta league, 3R Promotion, swachh Diwali, swachhta hi seva etc. activity for
   (i) works of value not less than the **Rs. 211.015 lakhs** in work in the last 05 years (i.e.,2021-22 to 2025-26).

   (**Note**: *Financial Turnover and work done values of previous years (2021-22 , 2022-23,2023-24, 2024-25 and 2025-26) shall be given a weight of 10% per year to bring them to the price level of the financial Year in which the tenders are invited (2025-26).)*

The client will carry out the evaluation of proposals of only the consulting firms who satisfy the above criteria on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified in the Data Sheet. Each responsive proposal will be given a technical score (Ts). A proposal considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Interested Consultants/Agencies/Firms may submit their Request for proposals (RFP) for **“Mid Media Activities under SBM 2.0-Package-2”** and requisite EMD electronically through Karnataka public procurement portal platform at https://kppp.karnataka.gov.in/. Calendar of events are as follows:

1. Last date for submission of RFP Document : as notified in the Karnataka public procurement portal

2. Date of opening of technical proposals : as notified in the Karnataka public procurement portal
3. Date of opening of financial proposals : as notified in Karnataka public procurement portal
4. Earnest money deposit : Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance **Rs. 5,33,050/-** by Bank Guarantee/FDR issued by Nationalized/Scheduled Bank

Postponement of calendar of events (if any) is only through Karnataka public procurement portal and will not be published in newspapers.

Sd/-
Deputy General Manager-1
BSWML

SECTION 2. INFORMATION TO CONSULTANTS/AGENCIES

1.INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The Consultants/Agencies are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Consultant/Agencies under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants/Agencies must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Consultants/Agencies are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre- proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultants/Agencies representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants/Agencies should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Government of Karnataka (GOK) expects Consultants/Agencies to

provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants/Agencies shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, Consultants/Agencies shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants/Agencies or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants/Agencies.

1.7.2 As pointed out in para. 1.7.1 (a) above, Consultants/Agencies may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Consultant/Agencies should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Consultant/Agencies will be hired for the purpose.

1.8 It is GOK's policy to require that Consultants/Agencies observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Consultants/Agencies (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect Consultants/Agencies accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Consultants/Agencies shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 Consultants/Agencies shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.2.1 Consultants/Agencies/Agencies may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the preconference date. Any request for clarification must be sent in writing by electronic mail / e-procurement/ post to the Client's address indicated in the Data Sheet. The Client will respond to

such requests and will post the copies of the response (including an explanation of the query but without identifying the source of inquiry) on KPP portal only.

2.2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be posted on e-procurement portal only and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3.PREPARATION OF PROPOSAL

3.1 Consultants/Agencies are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, Consultants/Agencies are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants/Agencies must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the Consultants/Agencies as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the Consultants/Agencies organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, Consultants/Agencies/Agencies are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursable such as

subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants/Agencies shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Consultant/Agencies is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Consultants/Agencies who do not agree have the right not to extend the validity of their proposals.

2.4SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

2.4.1 Interested bidders shall login to https://kppp.karnataka.gov.in/#/portal/portal-home and follow the procedures and guideline given there or call the KPPP help desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

2.4.2 Downloading of tender documents, submission of proposal all will be through Government of Karnataka KPPP website https://kppp.karnataka.gov.in/#/portal/portal-home under login for Contractors. Consultants/Agencies must get themselves registered, acquainted and trained on the procedure of participating in e-procurement.

2.4.3 **EMD**

2.4.4.1 The Consultants/Agencies are requested to submit EMD as indicated in the KPP portal along with the Technical Bid.

2.4.4.2 The Consultant/Agencies can pay the Earnest Money Deposit (EMD) in the KPP portal using any of the following payment modes:

- Credit Card
- Direct Debit

- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

2.4.4.3 The supplier/Consultants/Agencies bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the supplier/Consultant/Agencies taking into account the following conditions:

(a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at designated Bank until the contract is closed.

(b) The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of Consultants/Agencies to ensure that payment through NEFT reaches Payment to Government of Karnataka designated Bank before Bid submission date and time, through online payment. In case of OTC Payment, the DD to be drawn in favour of **Karnataka Public Procurement, Government of Karnataka** and submit to designated Bank before bid submission time and update the transaction reference in e-Procurement portal.

For details on e-Payment services refer to KPP portal for more details on the process.

2.4.4 The original Proposal (Technical Proposal and Financial Proposal; see para 2.1.2) shall be prepared as per RFP document.

2.4.5 An authorized representative of the Consultant/Agencies shall digitally sign the Proposal in e-procurement. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

2.4.6 The Bidder shall submit the bids separately i.e.**Technical and Financial** electronically online in Government of Karnataka Public Procurement portal.

2.4.7 Tenderer has all the time to modify and correct or upload any relevant document in the portal before submission on KPP portal.

2.4.8 The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

2.4.9 After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated through e-procurement portal only and the Financial Proposal of qualified bidders will be opened in presence of the bidders who choose to attend.

2.4.10 The earnest money deposit of unsuccessful Consultant/Agencies will be returned after the award of proposal to the successful consultant.

2.4.11 The earnest money deposit of the successful Consultant/Agencies will be discharged when the Consultant/Agencies has furnished the required Performance Security and signed the Agreement.

2.4.12 The earnest money deposit may be forfeited:

(a) if the Consultant/Agencies withdraws the proposal after deadline for submission of proposals, during the period of proposal validity;
(b) if the Consultant/Agencies does not accept the correction of the contract Price, pursuant to Clause 2.5.6; or
(c) in the case of a successful Consultant, if the Consultant/Agencies fails within the specified time limit to (i) furnish the required Security deposit ; or
(ii) sign the Agreement.

(c) in case of Consultant/Agencies submitting fake documents such as Annual financial turn
over, work done certificate etc., relevant to the proposal.

2.5 PROPOSAL EVALUATION

2.5.1 From the time the proposals are opened to the time the contract is awarded, if any Consultant/Agencies wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Consultants/Agencies proposal.

2.5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

2.5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet.

The Technical bids of only the firms satisfying the following criteria will be evaluated:

1) The firm must have experience in the field of **Mid Media Activities with essentially handling of following key activities**

   Ministry based programmes and events which includes – world toilet day, swachhta pakhwada, Indian swachhta league, 3R Promotion, swachh Diwali, swachhta hi seva etc. activity in last 5 years providing services for State Government and their undertaking agencies.

2) Consultancy firm should have achieved an average annual financial turnover of **Rs. 844.06 lakhs** from 2021-2022 to 2025-26 of any two financial year. Turnover certificate, Proof of I.T. returns and balance sheet to be enclosed duly certified by the chartered accountant.
3) Consultants/Agencies must have an well-established office from past 5 years and should have in experience in executing the programmes. The Company /firm should be in Bangalore limits only, or else before entering into the agreement / work order the Consultants/Agencies has to establish office in Bangalore, with in 30days after issuing LOA (Should give an undertaking).

4) Liquid assets and /or availability of credit facilities of not less than **Rs.126.609 lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.
5) Consultants/Agencies for any State Government/ Central Government/ULB/PSU/Semi Government organizations should have carried out Ministry based programmes and events which includes – world toilet day, swachhta pakhwada, Indian swachhta league, 3R Promotion, swachh Diwali, swachhta hi seva etc. activity for
(i) works of value not less than the **Rs. 211.015 lakhs** in work in the last 05 years (i.e.,2021-22 to 2025-26).

(**Note**: *Financial Turnover and work done values of previous years (2021-22 , 2022-23,2023-24, 2024-25 and 2025-26) shall be given a weight of 10% per year to bring them to the price level of the financial Year in which the tenders are invited (2025-26).)*

The client will carry out the evaluation of proposals of only the consulting firms who satisfy the above criteria on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified in the Data Sheet. Each responsive proposal will be given a technical score (Ts). A proposal considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

2.5.4 After the technical evaluation is completed, the Client shall notify those Consultants/Agencies whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference through e-procurement only. The Client shall simultaneously notify the Consultants/Agencies that they have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The date of opening of financial bid will be notified in KPP Portal only.

2.5.5 The Financial Proposals shall be opened publicly in the presence of the Consultants/Agencies' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.5.6 The lowest bidder will be determined on least cost method.

2.6 NEGOTIATIONS

2.6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

2.6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant/Agencies will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant/Agencies can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

2.6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

2.6.4 Having selected the Consultant/Agencies on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not

consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant/Agencies may be disqualified.

2.6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant/Agencies will initial the agreed contract.

2.7 AWARD OF CONTRACT

2.7.1 The contract will be awarded following negotiations. The Consultants/Agencies whose offer has been accepted will be notified by the Client prior to expiration of the validity of proposal by, e-mail or facsimile or through a letter (hereinafter called the "Letter of Acceptance"). After notify the successful Consultant, the Client will promptly notify other Consultants/Agencies that they were unsuccessful through KPP portal only.

2.7.2 The Consultant/Agencies is expected to commence the Assignment on the date and at the location specified in the Data Sheet

2.7.3 Notwithstanding Clause 2.8.1 the Client reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Consultants/Agencies or any obligation to inform the affected Consultants/Agencies or Consultants/Agencies of the grounds for the Clients action.

2.8 PERFORMANCE SECURITY

2.8.1 Within 20 days of receipt of the Letter of Acceptance, the successful Consultant/Agencies shall deliver to the Client a Security deposit in any of the forms given below for an amount equivalent to 5% (Five percent) of the Contract price

i) A Bank guarantee in the form given in Appendix F ; or

ii) Fixed deposit receipts (FDR) Pledged in the name of Managing Director, BSWML, Bangalore.

2.8.2 Performance Security shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The Security deposit shall be valid until a date 90 days from the date of expiry of contract period.

2.8.3 The Performance Security shall be furnished from any Nationalized Banks/Schedule Commercial Banks approved by Reserve Bank of India.

2.9 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants/Agencies who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant/Agencies has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants/Agencies

Clause Reference	
1. 1	The name of the Client is: ***Bengaluru Solid Waste Management Limited*** The method of selection is: ***Least Cost Selection (LCS)***
1.2	Technical and a Financial Bids are requested: ***Yes*** The name, objectives and description of the Assignment are: The ***Bengaluru Solid Waste Management Limited,*** invites bids to provide the Services for "**Mid Media Activities under SBM 2.0-Package-1"**
1.3	The Assignment is phased: ***yes.*** The contract for 2 years shall be awarded to the bidder.
1.4	A pre-Bid meeting will be held: Yes Date and time: as per KPP portal The name(s), address(es), and telephone/numbers of the Client's Official(s) are: Chief General Manager. Bengaluru Solid Waste Management limited (BSWML) 1st & 2nd Floor, BBMP Building, Timmaiah Road Vasanth Nagar, Bangalore – 560 052
1.5	The Client will provide the following inputs: **1.** Access to relevant stakeholder data and locations. **2.** Required permissions for field visits and community outreach. **3.** Coordination with GBA/BS officials and departments.
1.7.2	The Client envisages the need for continuity for downstream work: NO
1.10	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
2.1	Clarifications may be requested ***up to one day prior*** to pre-Bid conference
3.1	Bids should be submitted in the following language(s): ***English***

Clause Reference	
3.3	(i) Shortlisted Consultant/Agencies may associate with other shortlisted Consultant: No (ii) The estimated number of key professional staff months required for the assignment is: 4 Numbers (iii) The minimum required experience of proposed key professional staff is: Degree in planning/Environmental/Sociology/Equivalent degree with minimum 05 years of professional experience in working as SKPs/Experience in conducting IEC activities in SWM field. (iv) Reports which are part of the assignment must be written in the following language: English
3.4	i. Training is an important feature of this Assignment: ***Yes*** ii. Additional Information in the Technical Bid includes: ***Nil***
3.9	Bids must remain valid ***180 days*** after the submission date
4.5	Bids must be submitted no later than the following date and time as mentioned in the KPP portal.
5.1	The address to send information to the Client is Deputy General Manager-1 Bengaluru Solid Waste Management limited (BSWML) 1st & 2nd Floor, BBMP Building, Timmaiah Road , Vasanth Nagar, Bangalore – 560 052
5.3	The number of points to be given under each of the evaluation criteria are:
	Points (i) Specific experience of the bidder related to the Assignment 30 Points (ii) Adequacy of the proposed work plan, methodology and timeline in responding to the TOR 30 Points (iii) Presentation on proposed work plan, methodology in responding to the TOR (The Presentation date will be communicated) 10 Points (iv) Qualifications and competence of the key professional staff for the Assignment 20* Points

Clause Reference	
	(v) Suitability of the transfer of knowledge program (training) 10 Points Total Points: 100 *(The number of points to be given for qualifications and competence of the key professional staff for the assignment are: Points (i) General qualifications 30 Points (ii) Adequacy for the project 60 Points (iii) Experience in region & language 10 Points Total Points: 100 The above points for qualifications and competence of the key professional staff for the assignment are to be proportionately equated to 20 marks and adopted in evaluation criterion specified above) **The minimum technical score required to pass is : 75 Points**
7.2	The Assignment is expected to commence: ***The work will commence as per the work order.***
Note 1:	Bidders are required to pay EMD of **Rs. 6,33,050/-** /- shall be paid as mentioned in KPP Portal.
Note 2:	Before award of Tender Bidders are required to submit Security Deposit of Rs. 21.102 Lakhs (5% of estimated cost) and unbalanced tender amount if there, in the form of Fixed Deposit/ Bank Guarantee as follows: Account Name: Bengaluru Solid Waste Management Limited Account Number: 8401132000077 IFSC Code: CNRB0008401 MICR CODE: 560015100 Branch: BBMP, Sampangiramanagar, Bangalore FD /BG shall be issued by a nationalized/scheduled bank located in India in the form given in Forms of Bids. The bid security submitted shall be valid for 30 days beyond the date of completion of project.

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultants/Agencies references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant) TO: (Name and Address of Client)

_____

_____

_____

Ladies/Gentlemen:

Subject: Hiring of Service for ----------

----------Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept

any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:

29

Name of Consultant:

Address:

3B. CONSULTANTS/AGENCIES REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.M):</td></tr>
<tr><td colspan="2">Name of Associated Consultants/Agencies, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants/Agencies:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultants/Agencies Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS/AGENCIES ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

CONSULTANTS/AGENCIES NAME:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity:_____Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

Education:

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained.*

Use about one quarter of a page.]

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing*]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____**Date: _____**
[Signature of staff member and authorized representative of the Consultant] ***Day/Month/Year***

Full name of staff member:_____
Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*												Number of Months
				1	2	3	4	5	6	7	8	9	10	11	12	
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

Signature:_____
(Authorized Representative)

* The Schedule should be for the period of completion of assignment

Full Name:_____
Title:_____
Address:_____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Monthwise Program (in form of Bar Chart) ++ *[1st, 2nd, etc. are months from the start of assignment]*											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	_____												
	_____												
	_____												
	_____												
	_____												

++ The Program should be period of completion of assignment.

B. Completion and Submission of Reports

Reports: *	Programme: (Date)
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	

4. Final Report	

**** Modify as required for the Assignment.***

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. FINANCIAL PROPOSAL SUBMISSION FORM

4B. SUMMARY OF COSTS

4C. BREAKDOWN OF COSTS (RS)

To be uploaded in KPP portal in the given area.

SECTION 5. TERMS OF REFERENCE

1. BACKGROUND

The Bengaluru Solid Waste Management Limited (BSWML) seeks to strengthen its Solid Waste Management (SWM) systems in alignment with the Swachh Bharat Mission (Urban) 2.0 guidelines. One of the key focus areas is Information, Education, Communication (IEC) and Behaviour Change Communication (BCC). IEC and BCC interventions have been critical in raising awareness, changing attitudes and inculcating sustained engagement for Swachhata. Intensive behaviour change communication sill help raise awareness and change attitudes among citizens about the importance and benefits of safe sanitation and 'swachhata,' motivating them to adopt hygienic practices. However, gains under IEC need to be sustained in the long run in order to prevent slippages, while also parallelly scaling up and accelerating efforts to the next level of swachhata. For example, while access to Solid Waste Segregation at source, collection, transportation services have been provided to all citizens, the focus now needs to be on ensuring the smooth functioning and maintenance of the entire sanitation value chain, which includes collection, containment, treatment, disposal, and recycling of Solid waste so that it does not pollute the ground or water bodies. Moreover, while scientific solid waste management has gone up more focus is needed on behavioural issues such as segregating waste at source, reducing/ minimizing use of single use plastics, not littering, etc.

2. A CONCISE STATEMENT OF OBJECTIVES

- The primary objective is to design, develop, and implement a Two-year structured program that enhances behavioral issues of SWM stakeholders. IEC and BCC interventions have been critical in raising awareness, changing attitudes, and generating interest and ownership towards Swachhata.
- Raise awareness of citizens about the concept of Garbage Free Cities and expected positive impacts on quality of life and well-being
- Engage with decision makers and key influencers to secure their commitment towards Garbage Free Cities;
- Engage with decision makers and key influencers to secure their commitment towards Garbage Free Cities; IEC and BCC interventions have been critical in raising awareness, changing attitudes, and generating interest and ownership towards Swachhata.

3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT

"**Mid Media Activities under SBM 2.0-Package-1" With the following activities.**

Ministry based programmes under SBM 2.0 -Programmes and events created by MoHUA which includes – world toilet day, swachhta pakhwada, Indian swachhta league, 3R Promotion, swachh Diwali, swachhta hi seva etc.,

To provide the above Services the selected Agency shall undertake the following Key activities:

1. Ministry Programs & Events – A. World Toilet Day (national + state-level observance), B. Swachhta Pakhwada (fortnight cleanliness drive), C. Indian Swachhta League (youth engagement)
2. Ministry Programs & Events – A. 3R (Reduce, Reuse, Recycle) Promotion Drives, B. Swachh Diwali Campaign, C. Swachhata Hi Seva (nationwide cleanliness shramdaan)
3. Printing & Distribution – A. T- Shirts, B. Caps, C. Face Masks & Gloves, D. Promotional Umbrellas 7 Ft, E. Badges, Posters & Banners, F. IEC Kits, G. Distribution logistics (transport,

warehousing, dispatch)

The details, structure & items for each of the Programmes / Events / Activities are to be planned with due approval from the Competent Authority and should be carried out under supervision of the officer in charge.

4. SCHEDULE FOR COMPLETION OF TASKS

The engagement spans **two years**, broken into quarterly milestones:

Year-1 to 2

- **Yearwise** :
  - **Ministry Programs & Events –**
    A. World Toilet Day (national + state-level observance) – 1 cycle
    B. SwachhtaPakhwada (fortnight cleanliness drive) – 1 campaign
    C. Indian Swachhta League (youth engagement) - 1 campaign
  - **Ministry Programs & Events –**
    A. 3R (Reduce, Reuse, Recycle) Promotion Drives - 2 drives
    B. Swachh Diwali Campaign - 2 campaign
    C. Swachhata Hi Seva (nationwide cleanliness shramdaan)- 2 campaign
  - **Printing & Distribution –**
    A. T- Shirts - 800
    B. Caps - 800
    C. Face Masks & Gloves - 800
    D. Promotional Umbrellas 7 Ft - 800
    E. Badges, Posters & Banners - 800
    F. IEC Kits - 800
    G. Distribution logistics (transport, warehousing, dispatch)

5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

BSWML will provide:

- Access to relevant stakeholder data and locations.
- Support in getting required permissions for community outreach.
- Coordination with GBA/BSWML officials and departments.

6. FINAL OUTPUTS THAT WILL BE REQUIRED OF THE BIDDER

- Recordings of each of these ads with Reports (Stakeholder-wise)
- Impact assessment through survey reports
- These should be carried out as per the directions of the concerned official of BSWML

7. COMPOSITION OF REVIEW COMMITTEE TO MONITOR BIDDER'S WORK

Designation	**Organization**
Deputy General Manager(DGM)-1	BSWML
Assistant General Manager (AGM)-1	BSWML
Audit Officer (AO)	BSWML

Role of the Committee:

- Monitor progress against schedule and deliverables
- Review interim reports and module quality
- Conduct technical compliance checks
- Approve milestones and final project outputs

8. PAYMENT TERMS

- **Running bills** will be paid on a **pro-rata basis quarterly**, aligned with milestone completion and verified deliverables as per the project timeline.

9. PROCEDURE FOR REVIEW OF THE COMPLETED WORK

- The Review Committee shall meet **quarterly** to evaluate project progress.
- Review will be based on:
  - Completion of scheduled activities

  - Quality of training content and delivery
  - Citizen feedback and assessment outcomes
  - Alignment with MoHUA and SWM Rules, 2016
- Final outputs will be reviewed and approved before release of final payments.
- The committee holds the right to suggest revisions and improvements before acceptance of any deliverable.

SECTION VI: CONTRACT FOR SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants/Agencies]

Dated :

CONTENTS **Page No.**

I. FORM OF CONTRACT
..... 33

II. GENERAL CONDITIONS OF CONTRACT..... 35

1. General Provisions
..... 35

1.1 Definitions
.....35
1.2 Law Governing the Contract
..... 36
1.3

Language .....
36
1.4 Notices
..... 36
1.5

Location .....
36
1.6 Authorized Representatives
..... 36
1.7 Taxes and Duties.....36

2. Commencement, Completion, Modification, and Termination of Contract.....36

2.1 Effectiveness of Contract.....36
2.2 Commencement of Services.....36
2.3 Expiration of Contract.....36
2.4 Modification.....37
2.5 Force Majeure.....37

2.5.1 Definition.....37
2.5.2 No Breach of Contract.....37
2.5.3 Extension of Time.....37

2.5.4 Payments.....37

2.6 Suspension 37

2.7 Termination.....37

2.7.1 By the Client.....37
2.7.2 By the Consultants/Agencies.....38
2.7.3 Cessation of Rights and Obligations.....38

2.7.4 Cessation of Services.....39

2.7.5 Payment upon Termination.....39

3. Obligations of the Consultants/Agencies.....39

3.1 General.....39
3.2 Conflict of Interest.....39

3.2.1 Consultants/Agencies Not to Benefit from Commissions, Discounts, etc.....39
3.2.2 Procurement Rules of Funding Agencies.... .39

3.2.3 Consultants/Agencies and Affiliates Not to engage in certain Activities.....40
3.2.3 Prohibition of Conflicting Activities.....40

3.3 Confidentiality.....40
3.4 Insurance to Be Taken Out by the Consultants/Agencies40

3.5 Consultants/Agencies' Actions Requiring Client's Prior Approval.....40
3.6 Reporting Obligations.....40
3.7 Documents Prepared by the Consultants/Agencies to be the Property of the Client.....41
3.8 Equipment and Materials Furnished by the Client...41

4. Consultants/Agencies' Personnel and Sub-Consultants/Agencies.....41

4.1 Description of Personnel.....41
4.2 Removal and/or Replacement of Personnel.....41

5. Obligations of the Client.....41

5.1 Assistance and Exemptions.....41

5.2 Services and Facilities.....42

6. Payments to the Consultants/Agencies.....42

6.1 Lump Sum Remuneration.....42
6.2 Contract Price.....42
6.3 Payment for Additional Services.....42
6.4 Terms and Conditions of Payment.....42
6.5 Interest on Delayed Payments.....42

7. Settlement of Disputes.....43

7.1 Amicable Settlement.....43
7.2 Dispute Settlement.....43

III. SPECIAL CONDITIONS OF CONTRACT.....44

IV. APPENDICES.

Appendix A — Description of the Services..... 48
Appendix B — Reporting Requirements..... 48
Appendix C — Key Personnel and Sub-Consultants/Agencies.....48
Appendix D — Services and Facilities to be provided by the Client 48
Appendix E — Breakdown of Contract price in Indian Rupees..... 48
Appendix F — Form of Bank Guarantee for Advance Payments..... 49

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the_day of the month of _____, 200_, between, on the one hand, (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants/Agencies").

*[*Note: If the Consultants/Agencies consist of more than one entity, the above should be partially amended to read as follows*:

".. .(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities,

each of which will be jointly and severally liable to the Client for all the Consultants/Agencies' obligations under this Contract, namely,__and _____(hereinafter called the "Consultants/Agencies.")"]

WHEREAS

(a) the Client has requested the Consultants/Agencies to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants/Agencies, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A:	Description of the Services	_____
Appendix B:	Reporting Requirements	_____
Appendix C:	Key Personnel and Sub-Consultants/Agencies	----------
Appendix D:	Services and Facilities to be provided by the Client	_____
Appendix E:	Breakdown of Contract Price	_____
Appendix F:	Form of Guarantee for Advance Payments	_____

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Consultants/Agencies shall be as set forth in the Contract, in particular:

(a) The Consultants/Agencies shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants/Agencies in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON
BEHALF OF
[NAME OF
CLIENT]

By
(Authorized Representative)

FOR AND ON
BEHALF OF
[NAME OF
CONSULTANT]

By
(Authorized Representative)

[***Note****: If the Consultants/Agencies consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF
EACH OF THE MEMBERS
OF THE
CONSULTANTS/AGENCIES

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized

Representative) etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the Consultants/Agencies consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants/Agencies’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants/Agencies, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants/Agencies

or by any Sub-Consultant/Agencies as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants/Agencies pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants/Agencies subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Consultants/Agencies, or a Sub-Consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants/Agencies may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultants/Agencies, Sub-Consultants/Agencies and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants/Agencies shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants/Agencies shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such

period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by written notice of suspension to the Consultants/Agencies, suspend all payments to the Consultants/Agencies hereunder if the Consultants/Agencies fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants/Agencies to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants/Agencies of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants/Agencies, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants/Agencies do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants/Agencies (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants/Agencies are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Consultants/Agencies (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants/Agencies

The Consultants/Agencies may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants/Agencies pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants/Agencies that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants/Agencies may have subsequently approved in writing) following the receipt by the Client of the Consultants/Agencies' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants/Agencies are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants/Agencies shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants/Agencies and equipment and materials furnished by the Client, the Consultants/Agencies shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants/Agencies:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants/Agencies:

3.1 General

The Consultants/Agencies shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants/Agencies shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- Consultants/Agencies or third parties.

3.2 Conflict of Interests

3.2.1 Consultants/Agencies Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants/Agencies pursuant to Clause 6 shall constitute the Consultants/Agencies' sole remuneration in connection with this Contract or the Services, and the Consultants/Agencies shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants/Agencies shall use their best efforts to ensure that the Personnel, any Sub-Consultants/Agencies, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants/Agencies, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants/Agencies shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants/Agencies in the exercise of such procurement responsibility shall be for the

account of the Client.

3.2.3 Consultants/Agencies and Affiliates Not to engage in certain Activities

The Consultants/Agencies agree that, during the term of this Contract and after its termination, the Consultants/Agencies and their affiliates, as well as any Sub-Consultant/Agencies and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants/Agencies nor their Sub-Consultants/Agencies nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants/Agencies, their Sub-Consultants/Agencies, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken out by the Consultants/Agencies

The Consultants/Agencies (a) shall take out and maintain, and shall cause any Sub-Consultants/Agencies to take out and maintain, at their (or the Sub-Consultants/Agencies', as the case may be) own cost but on terms and conditions approved by the Client, insurance

against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants/Agencies' Actions Requiring Client's Prior Approval

The Consultants/Agencies shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood
(i) that the selection of the Sub-Consultant/Agencies and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants/Agencies shall remain fully liable for the performance of the Services by the Sub- Consultant/Agencies and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Consultants/Agencies"), and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants/Agencies shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants/Agencies to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants/Agencies in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants/Agencies shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants/Agencies may retain a copy of such

documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants/Agencies by the Client or purchased by the Consultants/Agencies with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants/Agencies shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants/Agencies, unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants/Agencies' Personnel and Sub-Consultants/Agencies

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants/Agencies' Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants/Agencies listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants/Agencies, it becomes necessary to replace any of the Key Personnel, the Consultants/Agencies shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants/Agencies shall, at the Client's written request specifying the grounds therefor, forthwith provide as a

replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants/Agencies shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants/Agencies and the Personnel and any Sub-Consultants/Agencies employed by the Consultants/Agencies for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants/Agencies, Sub-Consultants/Agencies and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultants/Agencies and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants/Agencies as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants/Agencies for the performance of the Services, (ii) the manner in which the Consultants/Agencies shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants/Agencies

as a result thereof.

6. Payment to the Consultants/Agencies:

6.1 Lump Sum Remuneration

The Consultants/Agencies total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-Consultants/Agencies' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant/Agencies in carrying out the Services described in Appendix
A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants/Agencies and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants/Agencies of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants/Agencies have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants/Agencies for each day of delay at the rate stated in the

SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in the General GC Clause * Conditions of Contract

[1.1 (h)

The Member in Charge is_____].

[1.4.1 The addresses are:

Client :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

Consultants/Agencies :_
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

[Note[1]: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following

confirmed transmission.] [1.6 The Authorized

Representatives are:

For the Client : _____

For the Consultant : _____

[Note: Fill in the blanks]

[1.7.1 The Consultants/Agencies and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

[1] *All Notes should be deleted in the Final Text*

[2.1 The date on which this Contract shall come into effect is :

[2.2 The time period shall be ….. days *[Note: Fill in 30 days or any other appropriate]* or such other time period as the parties may agree in writing]

[2.3 The period shall be_____*[Note* : *Fill in the period, e.g., twenty-four (24) months* or such other period as the parties may agree in writing].

[3.4 The risks and the coverage's shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants/Agencies or their Personnel or any Sub-Consultants/Agencies or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ..... for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants/Agencies and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants/Agencies' property used in the performance of the Services, and (iii) any documents prepared by the Consultants/Agencies in the performance of the Services.

[*Note: Fill in the blanks and delete what is not applicable*] [3.5 (c) ***Note****: Delete where not applicable.*]

The other actions are_____.]

[3.7 The Consultants/Agencies shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 *Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]*

[6.2 The amount of Contract is Rs._____

_____. [6.4 The account is :.....]

Payments shall be made according to the following schedule :

Note *: (a) the following installments are indicative only; (b) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B,* ***Reporting Requirements****. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 per cent of the lump sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.*

- Five (5) percent of the Contract Price shall be paid on or after the date of effectiveness against the submission of a bank guarantee for the same.
- Payments will be done after the satisfactorily completion of each of the activities.

***Note : this sample clause should be specifically drafted for each contract.*]**

[6.5 Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

The interest rate is 5%[1] per annum

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for

such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants/Agencies shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

[1] Modify appropriately.

* Insert President Indian Roads Congress (for roads and bridge works) or any other appropriate Institution (for other type of consultancies)

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-Consultants/Agencies

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

C-2 List of approved Sub-Consultants/Agencies [if already available]; same information with respect to their Personnel as in C-1 through C-2)]

Appendix D: Services and Facilities to be provided by the Client

[List here under:

F-1 Services, facilities and property to be made available to the Consultants/Agencies by the Client.]

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price :

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*

2. *Reimbursable expenditures :*

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Advance Payments

(ReferenceSC Clause 6.4 of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref:_____ Bank Guarantee:_____Date: _____

Dear Sir,

In consideration of M/s._____(hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No._____dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at_____for_____Contract (hereinafter called the "Contract")

(scope of work)

and the Client having agreed to make an advance payment to the Consultant/Agencies for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We_____(Name of the Bank) having its Head Office at_____(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant/Agencies to the extent of_____as aforesaid at any time upto_____@_____without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant/Agencies or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the

Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant/Agencies any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant/Agencies and notwithstanding any security or other guarantee that the Client may have in relation to the Consultants/Agencies liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to___and it shall remain in force upto and including ___ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s._____on whose behalf this guarantee has been given.

Dated this_____day of_____19____at _____

WITNESS

(signature) (signature)

(Name) (Name)

(Official Address) Designation (with Bank stamp)

Attorney as per Power of
Attorney No._____Dated _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India

Section-3i

Proforma of Bank Guarantee for Bid Security

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: [State Department of Urban Development), having its registered office at ..... AND [Name of the Authority), having its registered office at.....

Beneficiary: Managing Director, Bangalore Solid Waste Management Limited

Bank: Canara Bank

Account No.: 8401132000077

Bank branch: BBMP, Sampangiramanagara. Bangalore.

IFSC Code: CNRB0008401

MICR Code: 560015100

GST No: 29AAJCB8656MIZT

B.G. No.

Dated: [*]

1. We have been informed that [*] [insert name of the Bidder] (hereinafter called the "Bidder") intends to submits its Proposal (hereinafter called the "Proposal") for .....bearing RFP Reference No. [*] dated [*] (hereinafter called the "RFP").

2. Furthermore, we understand that, according to your conditions, the Proposal must be supported by a Bid Security.

3. At the request of the Bidder, we, [*] [insert name of the Bank], having our branch at …….hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs.***(Rupees *** only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the terms and conditions of the RFP, without any demur, reservation, recourse, contest or protest and without reference to the Bidder, which may include the following: -

(a) If the Bidder withdraws its Proposal during the validity period of the Proposal;

(b) if a Bidder submits a non-responsive Proposal as per the RFP;

(c) if a Bidder has a conflict of interest as specified in the RFP

(d) If the Bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in the RFP;

(e) If the Bidder upon being declared as the Selected Bidder fails to:

(i) to sign and return the duplicate copy of Letter of Award;

(ii) to sign the Concession Agreement;

(iii) furnish a Performance Security in within the period prescribed in the Concession

Agreement;

(f) If the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security,

(g) If the Bidder is otherwise in breach of the terms of the RFP.

4. Any such written demand made by the State Government or the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP shall be final, conclusive and binding on the Bank.

5. This guarantee will expire: (a) if the Bidder is the Selected Bidder, upon receipt of the Performance Security by you, and (b) if the Bidder is not the Selected Bidder, (i) return of the Bank Guarantee by you as per the terms of the RFP, or (ii) upon expiry of 120 days from the date hereof.

6.This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

7. This Guarantee will neither be cancelled nor revoked by the Bank without the written authorization of the BSWML

8. Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

Signed and Delivered by_____Bank

By the hand of Mr./Ms. [*], its [*] and authorized official.

(Signature of the Authorized Signatory) (Official

Schedule-1
Price Bid (indicative ONLY)

To be uploaded in KPP portal ONLY by bidder

Draft Tender Schedule						
Sl. No	**Description of item**	**Unit**	**Quantity**	**Estimated Rate in Rs.**	**Quoted Rate in Fig.**	**Quoted Rate in Words**
Ministry based programmes under SBM 2.0 -Programmes and events created by MoHUA which includes – world toilet day, swachhta						

pakhwada, Indian swachhta league, 3R Promotion, swachh Diwali, swachhta hi seva etc.,						
1	World Toilet Day (National+ State-level observances)	No	2cycle	2457627.12		
2	Swachhtapakwada (fortnight cleanliness Drive)	No	2 Campaign	2389830.51		
3	Indian Swachhta League (youth engagement)	No	2 Campaign	2372881.36		
4	3R (Reduce, Reuse, Recycle) Promotion Drives	No	4 drives	1016949.15		
5	Swachh Diwali Campaign	No	4 Campaign	1016949.15		
6	Swachhata Hi Seva (National Cleanliness shramdaan)	No	4 Campaign	847457.63		
Ministry Programs & Events -Printing & Distribution						
7	T-Shirts	No	1600	762.71		
8	Caps	No	1600	296.61		
9	Face Masks & Gloves	No	1600	296.61		
10	Promotional umbrellas 7 ft	No	1600	4406.78		
11	Badges, Posters & Banners	No	1600	423.73		
12	IEC Kits	No	1600	677.97		
13	Distribution logistics (transport. warehousing, dispatch)	Lump sum (for all events)	2	2627118.64		